



**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
Invitation for Bids**



IFB Number: **16-1420**

Title: Facade Cleaning & Restoration to Lane B. Ramsey Administration Building, Chesterfield County

Issue Date: April 11, 2016

Sealed Bids Due and Opening: April 26, 2016 at 2:00 P.M.

Bid Opening Location: Chesterfield County Purchasing Department
9901 Lori Road
Lane B. Ramsey Building, 3rd Floor, Room 303
Chesterfield, VA 23832

Inquiries: Questions which may arise as a result of this solicitation may be addressed to Martin W. Franciscus, Principal Contract Officer, at (804) 748-1703, or by email to purchasing@chesterfield.gov. Inquiries must be received at least seven (7) business days prior to the due date in order to be considered. Contact initiated by a bidder concerning this solicitation with any other County representative, not expressly authorized elsewhere in this document, is prohibited. Any such unauthorized contact may result in disqualification of the bidder from this transaction.

All prices shall be F.O.B. Destination: Lane B. Ramsey Administration Building, 9901 Lori Rd, Chesterfield, VA 23832

Freight, delivery costs, and incidental charges shall be included.

My signature below certifies that:

- I agree to abide by all conditions of this bid and that I am authorized to sign this bid;
 - the accompanying bid is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under § 18.2-498.1, et. seq. of the *Code of Virginia*. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, the Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards;
 - that the accompanying bid is in compliance with applicable provisions of the State and Local Government Conflict of Interests Act (§ 2.2-3100, et. seq. of the *Code of Virginia*). Specifically, without limitation, no County/School Board employee or a member of the employee's immediate family shall have a proscribed personal interest in a contract; and
 - that the accompanying bid is in accordance with applicable provisions of the Virginia Public Procurement Act, Art. 6 Ethics in Public Contracting (§ 2.2-4367, et. seq. of the *Code of Virginia*), and any other applicable law as set forth therein.
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In compliance with this Invitation for Bids and to all conditions imposed therein the undersigned offers and agrees to furnish the goods/services in accordance with this signed bid.

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

This page must be returned with the Bid Form.

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I. PURPOSE

The purpose of this Invitation for Bids (IFB) is to solicit bids from qualified and interested firms to provide all labor and materials for the Façade Cleaning and Restoration (Work) of the Lane B. Ramsey Administration Building (Site) on behalf of Chesterfield County (County).

II. BACKGROUND

The basic work consists of stripping, removing and disposing of all existing caulking and replacing all removed caulk and power washing the entire Site per all terms, conditions, requirements and specifications of the IFB. The Site is the 5 story Chesterfield County Administration Building.

III. SCOPE OF WORK/SPECIFICATIONS

A. Specifications are included in ATTACHMENT B. Information regarding use of a brand name is addressed in Section VI. SPECIAL TERMS AND CONDITIONS, page 13 item VI. B. Variance in specifications deemed not to be material, in the sole discretion of the County, may be allowed in determining the lowest responsive and responsible bidder.

1. Base Bid: Lane B. Ramsey Administration Building (5-Stories – All Façades):
 - a. Remove & replace exterior joint sealant and backer rod systems in their entirety.
 - b. Pressure wash and clean all existing exterior building façade surfaces in their entirety.
 - c. Clean and restore all existing exterior window frame and glass systems in their entirety.
 - d. Clean and restore all existing exterior door frame and glass systems in their entirety.
2. Alternate Bid Item #1: Lane B. Ramsey Administration Building (Penthouse on top of the 5 story – All Façades of the Penthouse only):
 - a. Pressure wash and clean all existing exterior building façade surfaces in their entirety.
3. Alternate Bid Item #2: Lane B. Ramsey Administration Building (3-Stories – North Façade):
 - a. Pressure wash and clean existing exterior building façade surface on north side of building

B. Safety: The Contractor shall comply with and ensure that the Contractor's personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this contract. The Contractor shall provide or cause to be provided all technical expertise, qualified

personnel, equipment, tools and material to safely accomplish the work specified and performed by the Contractor.

The Site shall have a supervisor who is competent, qualified, authorized and who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor shall be responsible for and capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.

Any operations of the Contractor determined to be hazardous by the County, shall be immediately discontinued by the Contractor upon receipt of either written or oral notice by the County to discontinue such practice.

Contractor shall provide a safety plan for the project prior to any work being performed.

IV. INSTRUCTIONS

A. Submission and Receipt of Bids

1. Sealed bids shall be received in the Chesterfield County Purchasing Department, 9901 Lori Road, Lane B. Ramsey Building, 3rd Floor, Room 303, P.O. Box 51, Chesterfield, Virginia, 23832 until, but no later than the specified time and date of opening as designated in the invitation, and then publicly opened and read aloud. Bids shall be submitted in a sealed envelope with the IFB number and due date and time written on the outside of the envelope. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline. Late bids shall be rejected.
2. Bids or changes to a bid response shall not be accepted via fax or E-mail.
3. In the event that Chesterfield County government offices are not operating under normal staffing levels or if the location for bid submission, bid opening or a pre-bid conference is inaccessible due to inclement weather or other emergency situations at the published time, the bid submission, bid opening or pre-bid conference will default to the next regular business day at the same time.
4. All bids shall be signed in the space provided for a signature on the cover sheet and returned. If the bidder is a partnership or corporation, the bidder shall show the title of the individual signing the bid, and if the individual is not the president or vice president of the partnership or corporation, if requested, the bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
5. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
6. Unless otherwise specified, bidders are to complete and return the Bid Form furnished by the County.
7. No bid shall be altered or amended after the specified time for opening.
8. If you are an individual with a disability and require a reasonable accommodation in order to

participate in this procurement, please notify the Purchasing Department at (804)748-1617 as soon as possible.

9. For information pertaining to the bid tabulation, decision to award and/or award on this procurement transaction, bidders may access public notification electronically at: www.chesterfield.gov/purchasing.

- B. **Amendments or Requests to Withdraw Bids by a Bidder Prior to Bid Opening:** A bidder may amend and/or withdraw their bid before the due date and time designated for receipt of bids. All requests from a bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the document's authenticity. All amendments to the bid are to be initialed by an individual authorized to represent the bidder.
- C. **Site Visits – Non-Mandatory:** Bidders submitting bids who wish to make site visits in conjunction with this solicitation are asked to schedule the site visit by contacting: Mr. Joe Kirby at 804-768-7711.

V. **GENERAL TERMS AND CONDITIONS**

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. All addenda are downloadable from the Purchasing Department web site at: www.chesterfield.gov/purchasing. Each bidder is responsible for obtaining all addenda posted at the Purchasing Department website or by calling (804) 748-1617. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the bid. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Appropriation of Funds:** The continuation of the terms, conditions, and provisions of a resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year. In the event of non-appropriation of funds, the contract shall be automatically terminated with no recourse for the Contractor.
- C. **Assignment of Contract:** The County and Contractor bind themselves and any successors and assigns to the contract. The employees of the Contractor will perform the work necessary to fulfill the contract. The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and Contractor.
- D. **Audit of Vendor Records:** Contractor shall maintain full and accurate records with respect to all matters covered under the contract including, without limitation, accounting records, written policies and procedures, time records, telephone records, reproduction cost records, travel and living expense records and any other supporting evidence necessary to substantiate charges and compliance related to the contract. Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours by the County and its employees, agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor pursuant to this contract. Such records subject to examination shall also include, without

limitation, those allocations as they may apply to costs associated with the contract. The County shall have access to such records from the effective date of the contract, for the duration of the contract, and until two (2) years after the date of final payment by the County to the Contractor pursuant to this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this paragraph.

- E. **Change Orders:** Change orders must be approved by the County prior to work being performed.
- F. **Commitment to Diversity and Chesterfield Businesses:** Chesterfield County is a growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status. The County is committed to increasing the opportunities for participation of minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all solicitations. In addition, the County strongly encourages each Contractor and/or supplier with which the County contracts to actively solicit minority-owned businesses, women-owned businesses, and businesses located in the County as subcontractors/suppliers for their projects.

Upon award/completion of work, the County will require the Contractor to furnish data regarding subcontractor/supplier activity with minority-owned businesses, women-owned businesses, and businesses located in Chesterfield County on a Certification of Subcontractor/Supplier Activity form. The form will be provided to the Contractor by the Purchasing Department. This information will enable the County to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

Definitions:

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority-Owned Business (MOB) – a business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority. (*Code of Virginia 2.2-4310*)

Women-Owned Business (WOB) - a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women. (*Code of Virginia 2.2-4310*)

- G. **Contractor Background Checks:** In order to preserve the integrity and security of County government operations, contract workers may be required to undergo a criminal background check conducted by Chesterfield County. The County will conduct these checks for any worker

it believes will have unsupervised access to County designated Security Sensitive areas. Contract workers providing goods, services or construction in these designated areas are required to confine themselves to the area of the work. Based on the results of the background check, the contract worker may be disqualified from providing work/services for Chesterfield County.

- H. Contractor's Authorization To Transact Business:** In accordance with §2.2-4311.2 of the *Code of Virginia*, any bidder organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law. Any bidder organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the *Code of Virginia* shall include in its bid the identification number issued to it by the State Corporation Commission. Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the *Code of Virginia*, or as otherwise required by law, shall include in its bid a statement describing why the bidder is not required to be so authorized. This information shall be provided on Attachment A titled "Virginia State Corporation Commission (SCC) Registration Information". Failure to provide the required information may result in the rejection of the bid. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required under Title 13.1 or Title 50 of the *Code of Virginia*, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a Contractor if the Contractor fails to remain in compliance with the provisions of this section. **SEE ATTACHMENT A.**

- I. Copyrights or Patent Rights:** The bidder certifies by submission of a bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- J. Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the Contractor shall be liable to the County for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
- K. Drug Free Workplace:** (*Code of Virginia 2.2-4312*) This provision only applies to contracts valued in excess of \$10,000.

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- L. Employment Discrimination:** (*Code of Virginia 2.2-4311*) This provision only applies to contracts valued in excess of \$10,000.
1. During the performance of the contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- M. Environmental Management Procedures:** The Contractor shall comply with all federal, state and local environmental laws and regulations and any additional requirements that may be included in or attached to the solicitation. For work done for the County, the Contractor must also meet all Chesterfield County Environmental Management System (EMS) requirements. For questions or additional information regarding environmental requirements for the County, please contact Chesterfield County’s General Services – Environmental Division at (804) 717-6531. For questions regarding environmental requirements for the Chesterfield County Public Schools, please contact Environmental Health and Safety at (804) 318-8048.
- N. ePayables:** Chesterfield County recognizes the importance of timely payments to our vendors. Therefore, we offer our vendors the opportunity to enroll in our ePayables program. This program allows us to make card payments to our vendors and features an online portal to facilitate payments as well as reduce payment processing times. Our ePayables program is mutually beneficial and is our preferred method of payment. If you choose not to enroll in this program, payments will be made by check and mailed through the postal service which could impact how quickly you receive payments. No action is required for vendors already enrolled in the program. Please contact the Accounting Department at (804) 748-1673 with questions.
- O. Faith-Based Organizations:** (*Code of Virginia 2.2-4343.1*) Chesterfield County does not discriminate against faith-based organizations.
- P. Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the County.

- Q. Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia, excepting the law governing conflicts of laws. Disputes arising out of this contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
- R. Illegal Aliens:** (*Code of Virginia* 2.2-4311.1) The Contractor agrees that he does not, and shall not, during the performance of the contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- S. Indemnification:** The Contractor shall hold harmless and indemnify the County, the School Board, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.
- T. Mistakes in Bids**
 - 1. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn in accordance with the withdrawal procedure provided herein.
 - 2. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.
- U. Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the County given in the same manner and form as the original signing of the contract.
- V. Negotiation:** In accordance with 2-47 of the County Code, if the bid from the lowest responsible bidder exceeds available funds, the county may negotiate with the apparent low bidder to obtain a contract price within available funds. Such negotiation may include, but is not necessarily limited to, adjustment of the bid price and changes in the bid scope or requirements in order to bring the bid within the amount of available funds. Negotiation shall be conducted by the purchasing director, or his designee, with assistance from the user department.
- W. Online Terms of Service:** The bidder shall submit Terms of Service with the bid for any online activity (i.e., hosted, online, portal, website, support site, etc.) that are required to use or support the product or service being provided.
- X. Payment:** If the Contractor performs all of the obligations of the contract to the satisfaction of the County, the County shall pay the Contractor for the performance of the work in the manner and within the time specified in the contract documents, which shall be consistent with the provisions of Section 2.2-4352 and 2.2-4354 of the *Code of Virginia*.

Furthermore, the Contractor shall, within seven days after receipt of payment by the County, take the following actions:

- 1. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or

2. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

- Y. Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- Z. Preferences:** In accordance with Section 2.2-4324 (B) of the *Code of Virginia*, whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to responsive and responsible bidders who are residents of Virginia. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid shall not be considered. The Commonwealth's Department of General Services shall post and maintain an updated list on its website of all states with an absolute preference for their resident contractors and those states that allow their resident contractors a percentage preference, including the respective percentage amounts. For purposes of compliance with this section, the County will rely upon the accuracy of the information posted on this website. In accordance with Section 2.2-4324 (D) of the *Code of Virginia*, for the purposes of this section, a Virginia person, firm or corporation shall be deemed to be a resident of Virginia if such person, firm or corporation has been organized pursuant to Virginia law or maintains a principal place of business within Virginia.

In accordance with Section 2.2-4328 of the *Code of Virginia* and Article 4, Section 2-47 of the County Code, in the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth of Virginia pursuant to *Code of Virginia* 2.2-4324 or where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content. If no County or Commonwealth of Virginia preference is applicable, the tie shall be decided by lot.

- AA. Proprietary Information:** Section 2.2-4342(F) of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary." If the exemption from disclosure provided by Section 2.2-4342(F) of the *Code of Virginia* is not properly invoked then the bids will be subject to disclosure pursuant to applicable law.
- BB. Quality Expectation Statement:** Chesterfield County, through its quality initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's quality initiative, the Contractor shall be expected to become a member of the

team and perform or provide all work, services and products with a target of “zero defects – zero rework”.

- CC. References:** If requested, the bidder shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder.
- DD. Schools:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County Public Schools.
- EE. Sensitive Information Handling:** Any information in the possession of the County/Schools which is specific to an employee, student, citizen, County/School business function, private business entity or other government entity which is not generally available to the public shall be designated Sensitive Information. Contract workers will under no circumstances remove Sensitive Information from County/Schools facilities. Any Sensitive Information which must reside temporarily on a hard drive or portable storage device (USB Key, CD ROM, memory card, etc.) for processing must remain within the County/Schools facility, or utilize strong encryption methods such as AES with a minimum key size of 128, but a preference for 256 or higher. No Sensitive Information may be remotely accessed by contract workers by dial in, VPN, web interface or other means without expressed consent of the department head and the Information Security Manager (County) or Director of Technology (Schools). Any access to County/Schools information by contract workers from outside the County/Schools intranet shall be in accordance with existing Information Systems Technology (IST)/Chesterfield County Public Schools (CCPS) Technology department security policies and procedures. Contract worker network connected computer equipment will be subject to all applicable IST/CCPS policies and procedures. Any exception to this application of policies shall be approved by the CCPS Department of Technology/County Information Security Manager and Chief Information Officer or designees.
- FF. Taxes:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a Contractor and become a part of real property. Contractors are not exempt from paying taxes on these materials and supplies, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
- GG. Termination:** It shall be the sole right of the County to terminate the contract upon written notification to the Contractor.
- HH. Termination for Breach or Non-Performance:** If the Contractor fails to perform the work promptly and diligently, or if the Contractor breaches the Contract in any other way, the County may:
1. after providing the Contractor with 15 days written notice, supply any workmen, equipment or materials necessary to ensure that the work is performed promptly and diligently. The County may deduct the cost of supplying additional workmen, equipment or materials from payments due to the Contractor;
 2. terminate the contract, enter upon the premises, take possession of all equipment, materials or appurtenances, and employ any person or persons to finish the work.

If the contract is terminated by the County, the Contractor shall not be entitled to receive any further payment from the County until completion of the work has occurred. After completion of the work, the County shall pay to the Contractor the amount of the unpaid balance due to the Contractor at the time the contract was terminated minus the cost incurred by the County to complete the work. If the cost incurred by the County to complete the work exceeds the unpaid balance due to the Contractor, the Contractor shall be due no money from the County and, instead, the Contractor shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work.

- II. Vendor Rewards/Gift Programs:** It is the policy of the County not to participate in any rewards programs offered by vendors and not to accept any gifts or gift cards, or other rewards from vendors for purchases made by the County. If you customarily provide, or if you plan to provide, rewards programs, gifts or gift cards, or other rewards to your customers for purchases made by such customers, you must identify this fact in your bid and demonstrate in the bid how you have applied the value of such rewards to a reduction in the price of the goods and/or services being offered to the County.
- JJ. Waiver of One Breach Not Waiver of Others:** No waiver by the County or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.
- KK. Withdrawal of Bids**

A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The bidder shall give notice in writing to the Director of Purchasing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials shall, at the bidders request, be considered as trade secrets or proprietary information subject to compliance with the provisions of *Code of Virginia* §2.2-4342(F).

Within 5 business days, the County will notify the bidder in writing of its decision. If the County denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the County will also return all work papers and copies thereof to the bidder.

VI. SPECIAL TERMS AND CONDITIONS

- A. Access to County Property:** Contractor's employees are restricted to those areas to which they have been assigned to work and are not authorized to roam in other areas of the building or property. Employees may be required to obtain County issued contract employee identification cards and display the cards at all times while working on County property. Identification cards will be issued by appointment only after completion of an identification card application. Upon award of the contract, the Contractor shall contact the Office of Security Management at (804) 717-6843 to schedule an appointment.
- B. Bonds: Bid Bond:** Each bid shall be accompanied by a bid bond from a Surety company satisfactory to the County Attorney, or his designee, or a Certified or Cashier's Check, made payable to: Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney. Each Bid Bond and the accompanying power of attorney should bear the same date. In case of the failure of the bidder to execute the contract within the prescribed time, the County may, at its option consider the bidder in default, in which case the bid bond accompanying the bid shall become the property of the County.

Performance Bond and Labor and Material Payment Bond: If the bid price is over \$100,000, a labor and material payment bond and a performance bond, each in the amount of 100% of the contract price, with a corporate surety authorized to do business in the Commonwealth of Virginia and otherwise acceptable in all respects to the County Attorney, or his designee will be required for the faithful performance of the contract. The party to whom the contract is awarded will be required to execute the contract and obtain the labor and material payment bond and the performance bond within fifteen calendar days from the date when the Notice of Award together with the contract is delivered to the Contractor for execution. Attorneys-in-fact who sign labor and material payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney. Performance bond and the accompanying power of attorney should bear the same date as the date of the contract.

- C. Brand Name or Equal:** In accordance with §2.2-4315 of the Code of Virginia, unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer shall not restrict bidders to the specific brand, make or manufacturer named and shall be deemed to convey the general style, type, character, and quality of the article desired. Any article that the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Unless otherwise provided in the Invitation for Bid, no proposed equal will be considered prior to receipt of bids. If bidding a proposed equal, the bidder is responsible to clearly and specifically identify the article being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the County to determine if the article offered meets the requirements of the solicitation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in the bid that the article offered is an equal, such bid will be considered to offer the brand name referenced in the solicitation. It shall be understood that the burden of proof for an equal article shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer will not constitute a waiver of any of the requirements of the contract documents, and all products furnished must conform to such requirements.

The Contractor shall be responsible for making all changes in the work necessary to adapt and accommodate "equal" products which are submitted and accepted in lieu of the products whose name and model numbers are specified and around which the drawings, where applicable, were

developed. The necessary changes shall be made at the Contractor's expense. The Contractor shall submit sufficient data concerning the proposed equal products and resulting necessary changes to the project to the County documenting that the proposed product(s) can be properly integrated with the project.

- D. Contractor Business License:** In accordance with the *Code of Virginia*, Section 54.1-1100, Contractors that for a fixed price, commission, fee, or percentage, undertake to bid upon, or accept, or offer to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804) 367-8511. If a Bidder/Offeror fails to obtain the required license prior to submission of a bid/proposal, the bid/proposal shall not be considered. Bidder/Offeror shall insert contractor license number and specialty in the space provided on the Bid/Proposal Form.

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

- E. Contractor Representative:** The Contractor shall provide the name and telephone number of the project manager/supervisor for this contract in the space provided on the Bid Form. The manager/supervisor shall be available by cellular phone during working hours which are defined as: Any time contractor has employees onsite.
- F. Date of Commencement:** The date of commencement shall be established in a written Notice to Proceed issued by the County.
- G. Environmental Management System Procedures:** The Contractor shall follow all federal, state and local environmental laws and regulations. Chesterfield County's General Services – Environmental Division maintains an Environmental Management System (EMS) that is fully compliant with the ISO 14001 standard; therefore, the contractor shall also comply with the County's Contractor Environmental Guidelines (copy included with this solicitation). The Contractor shall work with the County Project Manager to manage and control those activities that may cause a significant adverse impact to the environment.
- H. Final Inspection:** At the conclusion of the work, the Contractor shall demonstrate to the County's authorized representative that the work is fully operational and in compliance with contract specifications and codes. After the final inspection is conducted, the County shall provide the Contractor with a punch list that the Contractor shall complete. Deficiencies will be promptly and permanently corrected prior to final acceptance of the work, and shall be the full responsibility of the Contractor.
- I. Guarantee of Work:** All materials and workmanship shall be guaranteed for a period of twelve (12) months after final acceptance by the County and repairs necessary shall be made by the Contractor at his expense.

- J. Insurance Requirements:** The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the County will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the County. The certificate of insurance does not need to accompany the bid.

The Contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the County, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the County's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence.
2. Automobile Liability: \$1,000,000 Combined Single Limit per occurrence
3. Workers' Compensation: Virginia Statutory limits
4. Contractor's Pollution Liability: \$1,000,000 per accident

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names "the Chesterfield County Board of Supervisors, their officers, employees, and agents" or "the Chesterfield County School Board, Chesterfield County Board of Supervisors, their officers, employees, and agents" as an additional insured by endorsement to the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the County;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:
 Chesterfield County
 c/o Purchasing Department
 P.O. Box 51
 Chesterfield, VA 23832-0001
 IFB No 16-1420

- K. Licenses, Permits, and Fees:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

- L. Safety Data Sheets (SDS):** It shall be the responsibility of the Contractor(s) to comply with all applicable requirements of the OSHA Hazard Communication Standard 1910.1200, as enforced by the Virginia Department of Labor & Industry – VOSH. This shall include as a minimum, furnishing safety data sheets (SDS) for all hazardous chemicals brought onto, produced, used or stored on County property, ensuring that all containers are appropriately labeled in

accordance with the standard, and identifying the methods that will be used to inform the County of any precautionary measures that need to be taken to protect employees during normal work operations and foreseeable emergencies.

- M. Subcontracts:** No portion of the work shall be subcontracted without prior written consent of the County. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the County the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract and compliance with applicable General Terms and Conditions (including, without limitation, the non-discrimination and drug-free workplace provisions).
- N. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using their best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract. The Contractor shall be responsible to the County for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.
- O. Use of Premises and Removal of Debris:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by the operations. The Contractor shall maintain all access roads and walks clear of debris, materials and equipment during the course of the work. All streets, drives, walks, fences, trees, poles, antennae and the like where disturbed, removed or damaged shall be replaced, returned or repaired such that the facility and its appurtenances are left in the same condition after completion of the work as it was before operations began.

Debris shall be disposed of by the end of every working day and not stockpiled. Beverage cans, bottles, lunch refuse, cigarette debris, etc. will not be tolerated on the job site except by immediate and proper removal of the same on a daily basis. At the completion of the work, the Contractor shall remove all waste materials and rubbish from and about the project site as well as all tools, construction equipment, machinery and surplus materials. The County does not supply trash containers for debris disposal.
- P. Warranty (Goods and Services):** The Contractor shall provide a one (1) year manufacturer's warranty on all parts and labor, effective upon the final payment by the County. Provide the name, address, telephone and fax number of the manufacturer's representative providing service in the space provided on the Bid Form. Following the completion of all work under the contract, prior to final payment, a manufacturer's representative must schedule an inspection of the completed work and certify in writing that all work has been completed in accordance with the manufacturer's requirements.
- Q. Worksite Damages:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of the contract shall be repaired, to the County's satisfaction, at the Contractor's expense.

VII. BID FORM**A. BASIS OF AWARD**

The County shall have the right to accept the Base Bid and Alternates in any order or combination, unless otherwise specifically provided in the bidding documents, and to determine the lowest responsive and responsible bidder on the basis of the sum of the Base Bid and any Alternates accepted.

B. PRICING SCHEDULE

The bidder agrees to furnish the goods/services as specified herein, and in compliance with the terms and conditions of this Invitation for Bids at the following price(s):

Base Bid: Labor and materials for the Façade Cleaning and Restoration of the Lane B. Ramsey Administration Building per all terms, conditions, requirements and specifications of the IFB.

Total Base Bid: \$_____Total

Alternate 1: Labor and materials for Alternate 1 per all terms, conditions, requirements and specifications of the IFB.

Total Alternate 1 Bid: \$_____Total

Alternate 2; Labor and materials for Alternate 2 per all terms, conditions, requirements and specifications of the IFB.

Total Alternate 2 Bid: \$_____Total

C. DELIVERY SCHEDULE

Bidders are required to state the time of proposed delivery or project completion. **FAILURE TO DO SO WILL RESULT IN THE BID BEING REJECTED AS NONRESPONSIVE.**

The County desires delivery within thirty (30) calendar days after receipt of order (ARO).

State your earliest firm delivery in calendar days _____ after receipt of order (ARO).

This may be a factor in the award decision.

D. ADDENDA

Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this Invitation for Bids:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

E. BUSINESS CLASSIFICATION

Bidders are requested to provide the following information to Chesterfield County regarding their business. This information is for statistical purposes and, except in the case of tie bids, all firms

submitting bids will receive equal consideration (refer to Clause F of the General Terms and Conditions). Bidder shall indicate whether they are classified as a:

Minority-Owned Business: Yes ☐ No ☐

Women-Owned Business: Yes ☐ No ☐

Chesterfield Business: Yes ☐ No ☐

F. **BIDDER'S CHECKLIST**

This checklist is provided to assist bidders in submitting a responsive bid and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire solicitation and verify that the following issues have been addressed prior to submission of a bid:

Provide completed cover page to include signature.

Provide completed Bid Form.

Provide completed Attachment A.

G. **VIRGINIA CONTRACTOR LICENSE NUMBER** (*Code of Virginia 54.1-1100*)

Contractors that for a fixed price, commission, fee, or percentage undertake to bid upon, or accepts, or offers to accept, orders or contracts for performing, managing, or superintending in whole or in part, the construction, removal, repair or improvement of any building or structure permanently annexed to real property owned, controlled, or leased by him or another person or any other improvement to such real property, are required to hold a business license issued by the Virginia Board for Contractors, phone (804)367-8511. If a bidder shall fail to obtain the required license prior to submission of a bid, the bid shall not be considered. **Bidder shall insert Contractor license number and specialty in the space provided below.**

Class of License Definitions:

Class A Contractor – perform or manage construction, removal, repair, or improvements when (i) the total value referred to in a single contract or project is \$120,000 or more, or (ii) the total value of all such construction, removal, repair, or improvements undertaken by such person within any 12-month period is \$750,000 or more.

The Contractor license shall have the appropriate specialty classification that is predominant for the respective work.

Provide Contractor license number below:

Class A Virginia Contractor Registration No. _____

Classification/Specialty: _____

H. **CONTRACTOR'S REPRESENTATIVE – Project Manager/Supervisor:**

Name(s): _____

Address: _____

Phone (voice): _____ Fax: _____

Cell Phone: _____ Email Address: _____

I. PAYMENT TERMS

If discounts for prompt payment are offered by the bidder, it is required that a minimum of twenty (20) days be allowed for payment. Discounts for prompt payment will not be considered in the evaluation of bids. Discounts for prompt payment will be shown on the purchase order/contract and taken if invoices are processed and payment made within the stipulated time frame. If discounts are not offered, payment shall be made thirty (30) days after receipt of an accurate invoice by the County. Our terms are: _____

J. BIDDER DATA

QUALIFICATIONS OF BIDDER: Firms shall have the capability in all respects to perform fully the contract requirements and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance of the contract to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

Provide a minimum of three (3) references that will substantiate past work performance and experience in the type of work required for this contract.

Company Name, Address, Phone Number and Contact Person's Name and Email Address:

1. _____

2. _____

3. _____

ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

The bidder shall check one of the following. The bidder is:

☐ a corporation or other business entity with the following SCC identification number: _____ -
OR-

☐ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) -
OR-

☐ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

****NOTE** >>** Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the County reserves the right to determine in its sole discretion whether to allow such waivers): ☐

ATTACHMENT B – DETAILED SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Work by Owner.
5. Work under separate contracts.
6. Access to site.
7. Coordination with occupants.
8. Work restrictions.
9. Miscellaneous provisions.

B. Summary of Work

1. In general, it's the Owner's intent to award a single-lump sum contractor to provide exterior facade cleaning, joint sealant replacement and window system restoration services to the existing 5-Story Lane B. Ramsey Administration Building, located at Chesterfield County's Government Complex.
2. Refer to all other parts of this specification for additional information regarding extent of work covered under this contract for both base bid and specified alternate bid items, along with all other applicable requirements.

1.3 PROJECT INFORMATION

- A. Project Identification: Façade Cleaning & Restoration to Lane B. Ramsey Administration Building
- B. Project Location: Chesterfield County Government Complex
9901 Lori Road - Chesterfield, Virginia

1.4 OWNER INFORMATION

A. Chesterfield County: Owner Representatives

1. Chesterfield County - Purchasing Department
 - a. Contact: Martin W. Franciscus, Principal Contract Officer
 - b. Phone: 804-748-1703 / Fax: 804-717-6378
 - c. Email: franciscusm@chesterfield.gov
2. Chesterfield County - Capital Projects Management Department
 - a. Contact: Paul E. Braese, PE / PM - Division Chief of Maintenance & Construction
 - b. Phone: 804-796-7098
 - c. Email: braesep@chesterfield.gov
3. Chesterfield County - Capital Projects Management Department
 - a. Contact: Joseph Kirby - Capital Projects Field Coordinator
 - b. Phone: 804-768-7711
 - c. Email: kirbyj@chesterfield.gov

1.5 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents, and includes, but is not limited to, the following scope of work:

1. Base Bid: Lane B. Ramsey Administration Building (5-Stories – All Façades):
 - a. Remove & replace exterior joint sealant and backer rod systems in their entirety.
 - b. Pressure wash and clean all existing exterior building façade surfaces in their entirety.
 - c. Clean and restore all existing exterior window frame and glass systems in their entirety.
 - d. Clean and restore all existing exterior door frame and glass systems in their entirety.
2. Alternate Bid Item #1: Lane B. Ramsey Administration Building (Penthouse – All Façades):
 - a. Pressure wash and clean all existing exterior building façade surfaces in their entirety.
3. Alternate Bid Item #2: Lane B. Ramsey Administration Building (3-Stories – North Façade):
 - a. Pressure wash and clean existing exterior building façade surface on north side of building

1.6 CONSTRUCTION PROJECT SCHEDULE / PHASED CONSTRUCTION REQUIREMENTS

- A. Though not necessarily all-inclusive, the following is a listing of phased construction milestones and significant time durations for reaching substantial completion, based upon multi-phased construction schedule, along with overall project final completion:

B. Construction Project Schedule – Schedule of Milestones:

<u>Phase - Milestones</u>	<u>Substantial Completion</u>	<u>Final Completion</u>
Phase 1	60 days from date of NTP	65 days from date of NTP (Punch List)
Phase 2	80 days from date of NTP	85 days from date of NTP (Punch List)
Phase 3	110 days from date of NTP	115 days from date of NTP (Punch List)

=====

<u>Overall Project Schedule</u>	<u>Substantial Completion</u>	<u>Final Completion</u>
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Base Bid	110 days from date of NTP	115 days from date of
NTP (Complete)		

C. Construction Project Schedule – Potential Loss of Work Days:

1. The Contractor shall include time and cost provisions in his/her bid proposal for the potential loss of the number of work days listed below for each calendar month due to weather and/or non-work days associated with potential special events at this facility, and shall schedule the work accordingly. Any schedules submitted shall include the below number of work days each month as lost days. The Owner shall determine, upon examination of submitted evidence, whether or not weather and/or a special event by the County prevented the Contractor from performing Work. The Owner's determination shall be final and binding upon the parties.

<u>Month / Year</u>	<u>Potential Loss of Work (Weekdays)</u>	<u>Potential Loss of Work (Weekend days)</u>
May 2016	1 day	1 day
June 2016	1 day	1 day
July 2016	1 day	1 day
August 2016	1 day	1 day

=====

Total Potential Loss of Days:	4 days (weekdays)	4 days (weekend days)
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D. Phased Construction – Schedule of Work:

1. The Work shall be conducted in the following phases, with each phase substantially complete as indicated above.
2. Construction - Phase 1: Removal and Replacement of Existing Joint Sealant Systems
 - a. Mobilization of Mechanical Lifts & Scaffolding Systems
 - b. Temporary Staging / Storage of Equipment & Materials
 - c. Temporary Protection: Public Access to Main Entrances & Walkways
 - d. Temporary Protection: Hardscape Areas & Landscape Areas
 - e. Temporary Protection: Existing Storm, Water and Septic System Inlets & drains
 - f. Conduct removal and replacement of building joint systems
 - g. Clean and prepare joint openings for new backer-rod & joint sealant
 - h. Provide new continuous backer-rod & joint sealant systems
 - i. Contractor shall coordinate with Owner's designated project manager and field coordinator to make arrangements for County's final inspection and approval of each area. Contractor shall address all items on Owner's final punchlist within 5 calendar days, prior to proceeding with any pressure washing and cleaning of building façade.
3. Construction - Phase 2: Pressure Wash & Cleaning of Existing Exterior Building Façade
 - a. Mobilization of Mechanical Lifts & Scaffolding Systems
 - b. Temporary Staging / Storage of Equipment & Materials
 - c. Temporary Protection: Public Access to Main Entrances & Walkways
 - d. Temporary Protection: Hardscape Areas & Landscape Areas
 - e. Temporary Protection: Existing Storm, Water and Septic System Inlets & drains
 - f. Conduct pressure washing and cleaning activities to entire exterior building façade
 - 1) Removal and replacement of joint sealant systems must be complete, prior to proceeding with any pressure washing and cleaning of building façade.
 - 2) Contractor must allow adequate time for new joint sealant systems to properly cure, prior to proceeding with any pressure washing and cleaning of building façade.
 - g. Contractor shall coordinate with Owner's representative to make arrangements for County's final inspection and approval of each area. Contractor shall address all items on Owner's final punchlist within 5 calendar days, prior to proceeding with any cleaning and restoration work at existing window frame and glass system.
4. Construction - Phase 3: Cleaning & Restoration of Existing Window Frame & Glass Systems
 - a. Mobilization of Mechanical Lifts & Scaffolding Systems
 - b. Temporary Staging / Storage of Equipment & Materials
 - c. Temporary Protection: Public Access to Main Entrances & Walkways
 - d. Temporary Protection: Hardscape Areas & Landscape Areas
 - e. Temporary Protection: Existing Storm, Water and Septic System Inlets & drains
 - f. Conduct cleaning and restoration activities at all window frame and glass systems
 - g. Contractor shall coordinate with Owner's representative to make arrangements for County's final inspection and approval of each area. Contractor shall address all items on Owner's final punchlist within 5 calendar days, prior to proceeding with removal of equipment.

1.7 WORK BY OWNER

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work currently being performed near the project site by the Owner under separate contact.

1.8 ACCESS TO SITE

- A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine construction operations to areas affected by new work, Contractor's staging and storage. Limit disturbance of surroundings to the minimum required to complete the work. Refer to all other specifications and reference site drawings, further outlining limits of construction and acceptable staging areas.
 - 2. Driveways, Walkways and Entrances: Keep driveway and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations, along with space and time requirements for storage of materials and equipment on-site. Notify the Owner's representative of specific dates for deliveries.

1.9 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - 2. Work Restrictions for Weekday Schedule (Normal Business Week):
 - a. Normal Business Days: Monday through Friday
 - b. Weekday - Standard Hours: 7:00 a.m. to 5:00 p.m.
 - c. Weekday - Extended Hours: TBD – Coordinate with Owner
 - d. The extent of work allowed to be performed during weekday schedule shall be limited to the following specific task / activities:
 - 1) Mobilization of Mechanical Lifts & Scaffolding Systems
 - 2) Temporary Staging / Storage of Equipment & Materials
 - 3) Temporary Protection: Public Access to Main Entrances & Walkways
 - 4) Temporary Protection: Hardscape Areas & Landscape Areas
 - 5) Temporary Protection: Existing Storm, Sanitary and Water Systems
 - 6) Building Joints: Removal of existing sealant & backer-rod systems
 - 7) Building Joints: Prepare openings for backer-rod & new joint sealant
 - 8) Building Joints: Install new backer-rod & joint sealant systems
 - 3. Work Restrictions for Weekend Schedule:
 - a. Weekend Days: Saturday & Sunday

- b. Weekend – Standard Hours: 7:00 a.m. to 5:00 p.m.
 - c. Weekend – Extended Hours: TBD – Coordinate with Owner
 - d. The extent of work allowed to be performed during weekend schedule shall be limited to the following specific task / activities:
 - 1) Mobilization of Mechanical Lifts & Scaffolding Systems
 - 2) Temporary Staging / Storage of Equipment & Materials
 - 3) Temporary Protection: Public Access to Main Entrances & Walkways
 - 4) Temporary Protection: Hardscape Areas & Landscape Areas
 - 5) Temporary Protection: Existing Storm, Sanitary and Water Systems
 - 6) Building Joints: Removal of existing sealant & backer-rod systems
 - 7) Building Joints: Prepare openings for backer-rod & new joint sealant
 - 8) Building Joints: Install new backer-rod & joint sealant systems
 - 9) Pressure-Washing: Must occur on weekends only(not allowed on weekdays)
 - 10) Utility Shutdowns: Must occur on weekends only (not allowed on weekdays)
- B. No smoking or other use of tobacco products shall be permitted within the County buildings and/or property. The contractor shall prohibit all tobacco use and tobacco products on this property by workers, sub-contractor, vendors and material suppliers.

1.10 CONTRACTOR'S USE OF OWNER'S EXISTING UTILITIES

A. Water Service from Existing System:

- 1. Water from Owner's existing water system is available for use without metering and without payment of use charges. Contractor is responsible to provide connections and extensions of services as required for construction operations, and for repairing and/or replacing any existing system components that become damaged during construction.
- 2. Only basic level water pressure will be made available from standard tap water nozzles by the Owner. Contractor shall include all other cost provisions for obtaining additional water service demands that may be associated with Contractor's equipment needs.

B. Electric Power Service from Existing System:

- 1. Electric power from Owner's existing system is available for use without metering and without payment of use charges. Contractor is responsible to provide connections and extensions of services as required for construction operations, and for repairing and/or replacing any existing system components that become damaged during construction.
- 2. Only Single-phase, 110 volt / 15amp electric service will be made available by the Owner. The Contractor shall include all other cost provisions for obtaining additional electrical service demands that may be associated with Contractor's equipment needs.

C. Existing Utility Interruptions:

- 1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - a. Notify Owner not less than three (3) days in advance of proposed utility interruptions.
 - b. Obtain Owner's written permission before proceeding with utility interruptions.

1.11 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
 - 1. Submit electronic submittals via email as PDF electronic files.

2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

B. Contractor's Proposed Sequence of Work / Construction Operations Plan:

1. Show all proposed material and chemical staging areas, location of lifts and scaffolding, along with proposed temporary protective barriers, parking areas for construction personnel and sequencing of areas of work.
2. Indicate sequencing of work that requires power operated pressure washing activities, and describe proposed plans and provisions that will be taken to address necessary protection to avoid excess exposure and infiltration of waste water and cleaning solutions around the property, including, but are not limited to, the following areas:
 - a. Protection of existing Landscape areas, including existing trees, plants & grass
 - b. Protection of existing storm, sanitary, and water systems.
 - c. Protection of existing concrete walks and other hardscape areas.
 - d. Protection of existing roof membrane & roof drain systems
 - e. Protection of existing roof mechanical and electrical equipment
 - f. Refer to all other parts of this specification for additional information and requirements.
3. Provide a structural engineer's letter approving the means of supporting any swing staging or other equipment to be used by the contractor that will be supported by the building structure.

C. Product Data: Combine information into a single submittal for each element of construction and type of product or equipment.

1. Mark each copy of each submittal to show which products and options are applicable.
2. Include the following information, as applicable:
 - a. Statement of compliance with specified referenced standards.
 - b. Manufacturer's catalog / brochure information
 - c. Manufacturer's product data and specifications.
 - d. Manufacturer's testing data and specifications
 - e. Safety Data Sheets (SDS)
 - f. Testing by recognized testing agency.
 - g. Application of testing agency labels and seals.
 - h. Warranty documentation
 - i. Notation of coordination requirements.
 - j. Samples and Standard color charts.
 - k. Disposal of cleaning solutions
 - l. Refer to all other sections in this document for additional information and requirements.

D. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

E. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

F. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

G. Material Test Reports: Submit reports written by qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in Contract.

- H. **Product Test Reports:** Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. **Research Reports:** Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following:
1. Name of evaluation organization.
 2. Date of evaluation.
 3. Time period when report is in effect.
 4. Product and manufacturers' names.
 5. Description of product.
 6. Test procedures and results.
 7. Limitations of use.
- J. **Preconstruction Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- K. **Compatibility Test Reports:** Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- L. **Field Test Reports:** Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

1.12 REQUIRED PERMITS / APPROVALS / PRE-CONSTRUCTION CONFERENCES

- A. Nothing contained within the Contract Documents shall be construed as permitting work that is contrary to applicable rules, regulations and codes, along with all federal codes and regulations.
- B. Prior to proceeding with work, the Contractor is required to obtain all permits and approvals required by County, including, but not limited to the following:

<u>Description</u>	<u>Permit Required</u>	<u>Work Plan Approval</u>	<u>Pre-Con Conference</u>
Temporary Lift / Scaffolding System	No	Yes	Yes
Temporary Protection – Public Barriers	No	Yes	Yes
Temporary Protection – Storage/Staging	No	Yes	Yes
Temporary Protection - Utilities	No	Yes	Yes
Temporary Protection - Environmental	No	Yes	Yes

1.13 OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

- A. The Contractor shall have sole responsibility for compliance on the job site to all applicable portions of the Occupational Safety and Health Act and shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed, such as, but not limited to, fall prevention and working at heights, scaffolding, electrical safety and use of high pressure water cleaning equipment. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures. The Contractor is responsible for other regulatory requirements as they relate to Occupational Health and Safety requirements.

- B. Protection of life, health and public welfare as it relates to the execution of the construction contract is the responsibility of the Contractor. The Owner's Representative may, at their discretion, observe, inspect, or comment on plans, procedures, or actions employed at the project as they relate to safety of life, health or public welfare. If conditions are imposed by the Owner which interfere with, or imply actions detrimental to safety, written notice shall be returned to the Owner for action prior to affecting any unsafe conditions.
- C. Prior to proceeding with any work, the Contractor shall prepare and submit a Sequence of Work / Construction Operations Plan, graphically illustrating the proposed phases and/or sequence of work planned during the course of construction (cleaning process). This document shall include written narratives and notes, outlining the type of lift and scaffolding equipment that's intended to be used to accomplish the required scope of work. This document should also clearly outline the applicable industry standards and guidelines, along with specific provisions that will be in place to ensure all lift and scaffolding equipment is correctly installed and maintained to ensure the safety of all workers, County staff and the general public.

PART 2 - PRODUCTS

2.1 PRESSURE WASHING PRODUCTS

A. Pressure Washing Equipment – General

1. Pressure Washer System – Water Based Solution

- | | | |
|----|---------------------------|---------------------------------------|
| a. | Windows / Doors - Frames: | Water only (no soaps or detergents) |
| b. | Windows / Doors - Glass: | Water only (no soaps or detergents) |
| c. | Masonry - Brick Veneer: | Water only (no soaps or detergents) |
| d. | Exposed Aggregate Panels: | Water only (no soaps or detergents) |
| e. | Metal Flashing / Trim: | Water only (no soaps or detergents) |

2. Pressure Washer System – Water Pressure Ranges

- | | | |
|----|---------------------------|---|
| a. | Windows / Doors - Frames: | 1,000 - 1,500 psi (low-pressure - if power washer used) |
| b. | Windows / Doors - Glass: | 1,000 - 1,500 psi (low-pressure - if power washer used) |
| c. | Masonry - Brick Veneer: | 1,500 - 5,000 psi |
| d. | Exposed Aggregate Panels: | 1,500 - 5,000 psi |
| e. | Metal Flashing / Trim: | 1,500 - 5,000 psi |

2.2 CLEANING & POLISHING PRODUCTS - BASIS OF DESIGN PRODUCT

A. Window – Glass: Basis of Design Products

Subject to compliance with the below referenced Basis of Design Product requirements, available manufacturers offering products that meet and/or exceed the Basis of Design Product data and test criteria, environmental criteria, warranty parameters and all other performance characteristics may be considered for approval by the Owner during the product submittal and approval process.

1. Basis of Design – Window Glass Cleaning Solution

- | | | |
|----|--|-----------------------------|
| a. | Scumfree's Professional Window Cleaning Concentrate, as manufactured by Presto Restoration Products, Inc., located at 3095 Presidential Drive, Atlanta, GA 30340 | |
| b. | Cleaning Process – Cleaning Product: | Hand Applied / Hand Removed |

2. Basis of Design – Window Glass Protective Coating - Primer
 - a. Glass Defender - Primer, as manufactured by Presto Restoration Products, Inc., located at 3095 Presidential Drive, Atlanta, GA 30340
 - b. Protective Coating - Primer Product: Hand Applied / Hand Removed
3. Basis of Design – Window Glass Protective Coating - Polish
 - a. Glass Defender - HD, as manufactured by Presto Restoration Products, Inc., located at 3095 Presidential Drive, Atlanta, GA 30340
 - b. Protective Coating - Polish Process: Hand Applied / Hand Removed

B. Window – Frames: Basis of Design Products

Subject to compliance with the below referenced Basis of Design Product requirements, available manufacturers offering products that meet and/or exceed the Basis of Design Product data and test criteria, environmental criteria, warranty parameters and all other performance characteristics may be considered for approval by the Owner during the product submittal and approval process.

1. Basis of Design – Window Frame Cleaning Solution
 - a. Enviro-Restore Metal Stain Remover, as manufactured by Presto Restoration Products, Inc., located at 3095 Presidential Drive, Atlanta, GA 30340
 - b. Cleaning Process: Hand Applied / Hand Removed
2. Basis of Design – Window Frame Protective Coating
 - a. Enviro-Restore Metal Stain Protector - HD, as manufactured by Presto Restoration Products, Inc., located at 3095 Presidential Drive, Atlanta, GA 30340
 - b. Protective Coating Process: Hand Applied / Hand Removed

C. Masonry – Brick Veneer & Precast Concrete Components: Basis of Design Products

Subject to compliance with the below referenced Basis of Design Product requirements, available manufacturers offering products that meet and/or exceed the Basis of Design Product data and test criteria, environmental criteria, warranty parameters and all other performance characteristics may be considered for approval by the Owner during the product submittal and approval process.

1. Basis of Design – Cleaning Process
 - a. Cleaning Process: Pressure Washing (water only) / Manual Agitation (if needed)

D. Precast Exposed Aggregate Wall Panels Basis of Design Products

Subject to compliance with the below referenced Basis of Design Product requirements, available manufacturers offering products that meet and/or exceed the Basis of Design Product data and test criteria, environmental criteria, warranty parameters and all other performance characteristics may be considered for approval by the Owner during the product submittal and approval process.

1. Basis of Design – Cleaning Process
 - a. Cleaning Process: Pressure Washing (water only) / Manual Agitation (if needed)

E. Precast Concrete Building Components: Basis of Design Products

Subject to compliance with the below referenced Basis of Design Product requirements, available manufacturers offering products that meet and/or exceed the Basis of Design Product data and test criteria, environmental criteria, warranty parameters and all other performance characteristics may be considered for approval by the Owner during the product submittal and approval process.

1. Basis of Design – Cleaning Process
 - a. Cleaning Process: Pressure Washing (water only) / Manual Agitation (if needed)

2.3 JOINT SEALANT SYSTEMS

A. Joint Sealant Systems - Basis of Design Products

Subject to compliance with the below referenced Basis of Design Product requirements, available manufacturers offering products that meet and/or exceed the Basis of Design Product data and test criteria, environmental criteria, warranty parameters and all other performance characteristics may be considered for approval by the Owner during the product submittal and approval process.

1. Joint Sealant System #1: Window & Door Metal Frames
 - a. Product: Pecora 890 NST - Silicone, Non-Staining, Ultra-Low Modulus
 - b. Manufacturer: Pecora Corporation, 165 Wambold Rd. Harleysville, PA 19438
 - c. Sealant - Type: Silicone, Non-Staining, Type: S, Grade: NS, Class: 100
 - d. Sealant - Color: Match existing window and door frames (submit color samples)
 - e. Primer Type: Pecora: P-120 Primer System (metal and plastic substrates)
 - f. Warranty: Two years from established date of Substantial Completion
2. Joint Sealant System #2: Masonry - Brick Veneer
 - a. Product: Pecora 890 NST - Silicone, Non-Staining, Ultra-Low Modulus
 - b. Manufacturer: Pecora Corporation, 165 Wambold Rd. Harleysville, PA 19438
 - c. Sealant - Type: Silicone, Non-Staining, Type: S, Grade: NS, Class: 100
 - d. Sealant - Color: Match existing brick masonry veneer (submit color samples)
 - e. Primer Type: Pecora: P-150 Primer System (porous substrates)
 - f. Warranty: Two years from established date of Substantial Completion
3. Joint Sealant System #3: Precast Exposed Aggregate Wall Panels
 - a. Product: Pecora 890 NST - Silicone, Non-Staining, Ultra-Low Modulus
 - b. Manufacturer: Pecora Corporation, 165 Wambold Rd. Harleysville, PA 19438
 - c. Sealant - Type: Silicone, Non-Staining, Type: S, Grade: NS, Class: 100
 - d. Sealant - Color: Match existing exposed aggregate panel (submit color samples)
 - e. Primer Type: Pecora: P-225 Primer System (precast substrates)
 - f. Warranty: Two years from established date of Substantial Completion
4. Joint Sealant System #4: Precast Concrete Building Components
 - a. Product: Pecora 890 NST - Silicone, Non-Staining, Ultra-Low Modulus
 - b. Manufacturer: Pecora Corporation, 165 Wambold Rd. Harleysville, PA 19438
 - c. Sealant - Type: Silicone, Non-Staining, Type: S, Grade: NS, Class: 100
 - d. Sealant - Color: Match existing precast concrete surfaces (submit color samples)
 - e. Primer Type: Pecora: P-225 Primer System (precast substrates)
 - f. Warranty: Two years from established date of Substantial Completion
5. Joint Sealant System #5: Miscellaneous Metal Flashing & Trims
 - a. Product: Pecora 890 NST - Silicone, Non-Staining, Ultra-Low Modulus
 - b. Manufacturer: Pecora Corporation, 165 Wambold Rd. Harleysville, PA 19438
 - c. Sealant - Type: Silicone, Non-Staining, Type: S, Grade: NS, Class: 100
 - d. Sealant - Color: Match existing metal flashing & trim (submit color samples)
 - e. Primer Type: Pecora: P-120 Primer System (metal and plastic substrates)
 - f. Warranty: Two years from established date of Substantial Completion

B. Joint Sealant Systems – Surface Preparation

1. Clean all joints by removal of foreign matter and contaminants such as oil, dust, grease, frost, water, surface dirt, old sealants or glazing compounds and any protective coating.
2. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
3. Clean porous substrates and precast concrete panels using form release agents other than polyethylene film should be cleaned by grinding, saw cutting, blast cleaning (water or sand), mechanical abrading or a combination of these methods which will provide a sound, clean and dry surface for sealant application.
4. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
5. Metal, surfaces should be cleaned by solvent procedure or by mechanical means.
6. Cleaning of all surfaces should be done on the same day on which the sealant is applied.

C. Joint Sealant Systems - Backing Systems

1. General: Provide sealant backings of material that are non-staining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
2. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), Type O (open-cell material), or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - a. Joint widths < 3/4" : Provide rod with diameter that is 1/8" larger than width of joint.
 - b. Joint widths = 3/4" : Provide 1" diameter rod
3. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

D. Joint Sealant Systems - Installation

1. Sealants should be applied in a continuous operation using sufficient pressure to fill the joint and make complete contact to the joint sides. Tool the sealant slightly concave using solvent or dry-tooling techniques. Contact Technical Services prior to tooling with solvent.
2. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
3. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
4. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of sealant backings.
 - b. Do not stretch, twist, puncture, or tear sealant backings.
 - c. Remove absorbent sealant backings that have become wet before sealant application, and replace them with dry materials.
5. Install bond-breaker tape behind where sealant backing isn't used between sealants and joints.
6. Install sealants using proven techniques that comply with following at same time backings;
 - a. Place sealants so they directly contact and fully wet joint substrates.
 - b. Completely fill recesses in each joint configuration.

- c. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- 7. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - a. Remove excess sealant from surfaces adjacent to joints.
 - b. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - c. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

E. Joint Sealant Systems - Miscellaneous Materials

- 1. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, based on preconstruction joint-sealant-substrate tests.
- 2. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- 3. Masking Tape: Non-staining, nonabsorbent material compatible with joint sealants and surfaces

F. Joint Sealant Systems – Cleaning

- 1. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

G. Joint Sealant Systems – Protection

- 1. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out, remove, and repair damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

PART 3 - EXECUTION

3.1 EXAMINATION OF EXISTING SITE & FACILITY CONDITIONS

A. Examination and Acceptance of Existing Conditions:

- 1. Before proceeding with each component of the Work, perform an on-site visit with the Owner's Representative to examine existing adjacent site conditions, along with the existing physical as-built building façade conditions. Document and record pre-existing physical conditions and any observed deficiencies prior to proceeding with work.
- 2. Refer to Part 3.4 Environmental Conditions - Required Protective Measures for additional information and requirements.

B. Quality Assurance – Owner's Inspection and Approval:

- 1. All pressure washing and window cleaning services shall be subject to inspection by the County during and after performance of service. Contractor shall meet daily with the Owner's representative to examine work that has been recently performed, for the owner's inspection and approval, prior to de-mobilizing and relocating automatic lifts and scaffolding systems to the next planned area of work.

2. The Contractor is responsible for correcting all identified deficiencies and areas of work deemed unsatisfactory by the Owner.

3.2 GENERAL INFORMATION AND REQUIREMENTS

A. Pressure Washing Activities and Standards of Care

1. Contractor shall clean and wash all exterior façade systems, components and surfaces on the entire exterior façade of the existing 5-story Government Administration building, to ensure removal of all existing grime, molds, stains, mud, dust, dirt and other undesirable debris. Existing exterior building façade systems, components and surfaces shall include, but is not limited to the following;
 - a. Existing masonry brick veneer
 - b. Existing precast exposed aggregate wall panels
 - c. Existing precast concrete building components
 - d. Existing window frame and glass systems
 - e. Existing door frame and glass systems
2. Pressure Washing is sometimes called steam cleaning (230 degrees F or higher), or power washing; any process or system using pressurized water (1000-5000 psi) for cleaning, paint and grime removal, removal of molds, dust, mud and dirt from exterior surfaces of building.
3. During regular cleaning operations, the contractor may use high pressure, low-volume washers and steam cleaners as necessary to thoroughly clean surfaces. Contractor is not expected to steam clean all surfaces during regular cleaning operations, but shall use a steam cleaner to clean sections of hard surfaces when pressure washers are not sufficient to thoroughly wash surface.
4. Use extreme care and caution when power washing the exterior façade, as not to create water infiltration within the building envelope that may result in leaks and damage to the interior of the building. In the event of leakage and/or damages occur to the interior offices as a result of excessive water pressure, the Contractor will be held responsible for all providing the necessary repair and/or replacement of all damaged interior equipment and materials.
5. The removal of materials, substances, and contaminants prior to cleaning operations may require the use of scrub brushes, sponges, mops, or other tools or utensils. All cleaning agents or residuals thereof, used in this process must be completely removed prior to beginning cleaning operations.
6. The nozzle pressure of cleaning equipment shall not be so great, so as to dislodge and/or cause damage existing building façade components.

3.3 TEMPORARY PUBLIC PROTECTION AND PUBLIC NOTIFICATION SIGNAGE

- A. Temporary Public Protection: At all times, the Contractor shall take all necessary precautions to safe guard all staff and visitors from conditions at public accessible areas that may become unsafe by the Contractor's operations during the course of the work to be performed under this contract.
 1. Provide temporary covering and protection of existing building equipment & site utility systems during pressure washing activities as required to avoid exposure, clogging, infiltration and/or contamination from pressure washing activities. Existing building equipment systems shall include, but not limited to the following;
 - a. Storm water system inlets, drains, and all other related accessories
 - b. Sanitary system inlets, drains, and all other related accessories
 - c. Landscape trees, shrubs, flowers, mulch beds, grass and all other related materials.
 - d. Roof drains and other related accessories (primary and overflow inlets)
 - e. Mechanical vents, louvers, and other related accessories
 - f. HVAC condenser fan units, curb systems, and other related accessories

- g. Electrical conduits, junction boxes, and other related accessories
 - h. Adjacent pedestrian access paths and automobiles located in adjacent parking areas.
2. Use only proven protection methods, appropriate to each area and surface being protected.
 3. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
 4. Provide temporary means of protection as needed to contain falling debris and over-spray generated by work at all times, to ensure proper collection & removal from site, and to prevent it from reaching the public.
 5. Provide temporary protective barriers and covers as required to form and maintain pre-existing fire-egress routes around the existing building, along with existing adjoining and/or adjacent walkways serving the staff and public.

B. Temporary Public Notification Signage: At the beginning the Contractor shall strategically place approved temporary signage at appropriate locations to clearly identify areas of work, and to notify patrons that cleaning is taking place, and to warn them that the walkways may be slippery.

1. Contractor to coordinate with Owner's representative to establish acceptable type and extent of temporary signage to be provided during each phase of work.
2. The extent of signage required is subject to change, as it may depend on actual area of the building where cleaning activities are being performed. Therefore, the Contractor shall work closely with Owner's representative to determine actual extent of signage required during each phase of work.

3.4 ENVIRONMENTAL CONDITIONS - REQUIRED PROTECTIVE MEASURES

A. Existing Environmental Conditions – General Requirements

1. Owner's representative will provide regular oversight and monitoring of pressure washing and cleaning activities. Contractor to work closely with Owner and County agencies
2. Pressure washing can degrade water quality as runoff and loosened solids typically travel directly into storm drainage system. Wash water from pressure washing operations can be contaminated with suspended solids, metals, and other pollutants present on objects being washed.
3. Proper disposal of pressure washing wastewater, in compliance with environmental regulations, depends on the nature of the pollutants in it. It is the responsibility of the "generator" (also known as the "Contractor"), to determine the proper collection and disposal method for wastewater created by pressure washing. To avoid unanticipated costs, delays, and violations, this determination should always be made prior to starting any work.
4. In situations where any soaps, detergents and/or other cleaning solutions are used and the surrounding area is paved, pressure washers must use a water collection device that enables collection of wash water and associated solids. A sump pump, wet vacuum or similarly effective device must be used to collect the runoff and loose materials and must be disposed of properly.
5. If pressure washing on a grassed area (with or without soap), runoff must be dispersed as sheet flow as much as possible, rather than as a concentrated stream. The wash water runoff must infiltrate into the grass, and not drain to the existing pavement and/or storm drainage system. Diverting wastewater run-off resulting from the pressure washing process to the existing storm water system is strictly prohibited.
6. Contractor shall provide all necessary provisions for containing wastewater associated with pressure washing activities. Methods of containment may include portable containment areas or wash pits can be made from waterproof tarps, heavy duty plastic or vinyl equipped with berms to prevent wastewater from running into storm drains or off-site.

7. Contractor shall coordinately closely with the Owner's representative on a daily basis, along with the building inspections, utilities, environmental and landscape service departments, to ensure all required inspections are properly scheduled and conducted by the County. The contractor shall promptly address all expressed areas of concern to the satisfaction of the Owner.

B. Existing Environmental Conditions – Specific Requirements

1. Stormwater System

- a. Discharging pressure washing wastewater, into any natural body of water or any storm drainage system, which includes storm drains, gutters, and drainage channels, within Chesterfield County Water System, is prohibited by federal, state, and local laws.
- b. Wastewater – Trees, Plants and Grass Areas: Prior to starting work, Contractor must obtain approval from the County for diverting any wastewater to landscaped areas. If approved method by the County, the Contractor must comply with the following:
 - 1) Avoid damage to trees, plants and soil areas by minimizing and/or eliminating the use of soaps, detergents, and chemicals.
 - 2) Filter out any solids that are visible on the ground after discharge. In addition, minimize the use of water to avoid wastewater overflowing from these areas.
 - 3) Repeated discharges to landscaped areas may result in accumulation of undesirable solids and sediment, thus damaging vegetation and increasing contaminant levels in the soil. Contractor shall include provisions to ensure excessive accumulation of contaminants does not occur. Should this circumstance occur, the Contractor shall be responsible for all additional time and cost associated with correcting this deficiency, including complete removal and replacement of all damaged existing trees, plants, and grass areas, along with other existing damaged planting materials.

2. Sanitary Sewer System

- a. The Contractor is responsible to comply with all applicable local, state and federal code requirements associated with pressure washing and window cleaning activities.
- b. Pursuant to Chesterfield County – Code of Ordinances, under Part II, Chapter 18 – Water and Sewers, Article IV. Industrial waste discharge, under Sec. 18-93. - Prohibited discharge standards; No industrial user shall discharge or deposit any of the following substances into the sanitary sewer system. Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to Chesterfield County's sewerage system by any industrial user;
 - 1) Any waste, liquid or vapor that has a temperature higher than 150 degrees Fahrenheit or that will increase the temperature of wastewater treatment plant influent to higher than 104 degrees Fahrenheit; or which will inhibit biological activity in the treatment plant resulting in interference.
 - 2) Any waste or liquid with total oil and grease concentrations greater than following:
 - a) 300 mg/l for wastewater flow rates of less than 25,000 gallons per day;
 - b) 200 mg/l for wastewater flow between 25,000 and 50,000 gallons per day;
 - c) 100 mg/l for wastewater flow rates greater than 50,000 gallons per day.
 - 3) Any gasoline, benzene, naphtha, hydrocarbon solvent, non-biodegradable cutting oil, petroleum oil, or other flammable or explosive liquid, solid or gas or products of mineral oil origin, in amounts that will cause interference or pass-through.
 - 4) Any water or waste that has a stabilized pH of lower than 5.0 or higher than 12.0 or that contains properties which could damage wastewater facilities or the wastewater treatment plants or endanger people who operate or maintain utility facilities.
 - 5) Any water or waste that has a color that is objectionable to the director if the color cannot be removed by the existing wastewater treatment plant processes.

- 6) Refer to the latest publication of the Chesterfield County – Code of Ordinances (available on Chesterfield County’s website), along with all other local, state and federal regulations for additional information and requirements.
 - c. Prior to the operation being conducted, Contractor must submit Safety Data Sheets (SDS) for all chemicals being used to the County’s Project Manager, who’ll review Contractor’s initial documentation and assist with submission to Department of Utilities, for their final review and approval. All analytical testing required will be conducted by Contractor based on the SDS review.
 - d. Disposal of hauled wastewater into Chesterfield County’s sewer system at any other location, other than the current designated location at Proctor’s Creek Wastewater Treatment Plant will require permission from the County prior to disposal. Contractor must submit all required documentation to the County’s Project Manager, who’ll review Contractor’s initial documentation and assist with submission to Department of Utilities, for their final review and approval.
3. Septic System
- a. Discharges of pressure washing wastewater to a septic system must be approved by Chesterfield County and all others with jurisdictional authority, prior to proceeding with any work. Discharges that contain hazardous waste, have the potential to harm septic systems, or are likely to contaminate groundwater, and are strictly prohibited.
4. Evaporation
- a. Pressure washing wastewater that contains visible debris or residue; pollutant, shall not be left on paved surfaces to evaporate, because the residue will eventually be discharged to the storm drain during a rain event.